

<b>Invitation for Bid</b>	<b>If, at the time of the scheduled bid opening, City Hall is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed to the same time on the next normal business day. Bids will be accepted until that date and time.</b>
<b>FILE NO: 7510</b>	
<b>COMMODITY: Furnish &amp; Deliver Digital Scan Vote Tabulators &amp; Software</b>	
<b>NAME OF BIDDER:</b>	
<b>BIDDER'S FED. ID.</b>	

TO: Amy L. Witts, Purchasing Agent PH: (617)349-4310; FX: (617)349-4008  
 795 Massachusetts Avenue, Room 303  
 Cambridge, MA 02139

The undersigned submits this sealed bid to provide the commodity or services identified above, described in the specifications herein and advertised in the **Cambridge Chronicle** on **Thursday, April 20, 2017**, which is to be opened and publicly read at the Office of the Purchasing Agent, City Hall, 795 Mass. Ave., Room 303, Cambridge, MA at 11:00 a.m. on **Thursday, May 11, 2017**. **Late proposals will not be accepted. This bid may be downloaded from the City's web site, [www.CambridgeMA.gov](http://www.CambridgeMA.gov), Online Services, Purchasing Bid List, Invitation for Bid, File No. 7510.**

**Parking is limited at this location. It is strongly recommended that bids are mailed or delivered in advanced of the due date and time. The time clock on the counter of the Purchasing Department will determine the bid opening time.**

The undersigned certifies that this bid is made without collusion with any other person, firm or corporation making any other bid or who otherwise would make a bid. The undersigned agrees to furnish the commodity or services in strict accordance with the bid documents, which consist of this Invitation for Bid and all attachments hereto. **"The submitted bid must be without conditions, exceptions or modifications to the bid document"**.

The envelope containing the bid must be labeled: "This envelope contains a bid for **Furnish & Deliver Digital Scan Vote Tabulators & Software, to be opened at 11:00 a.m. on Thursday, May 11 2017**". **The bid and all documents submitted with it are public records.**

This bid process and the award of the contract are made in conformity with M.G.L. c. 30B, unless otherwise stated. See other side of this form for General Terms and Conditions that shall become part of any Contract awarded through this Invitation for Bid.

**This bid includes addenda numbered:** \_\_\_\_\_

**SIGNATURE OF BIDDER:** \_\_\_\_\_

**TITLE OF SIGNATORY** \_\_\_\_\_

**ADDRESS OF BIDDER** \_\_\_\_\_

**TELEPHONE NUMBER** \_\_\_\_\_ **FAX NUMBER:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

Please check one of the following and insert the requested information:

( ) Corporation, incorporated in the State of: \_\_\_\_\_

( ) Partnership. Names of partners: \_\_\_\_\_

( ) Individual: \_\_\_\_\_

**Name of Bidder:** \_\_\_\_\_

**GENERAL TERMS AND CONDITIONS**

- LAWS:** All deliveries shall conform in every respect with all applicable laws of the Federal government, Commonwealth of Massachusetts and City of Cambridge.
- EQUAL OPPORTUNITY:** The Vendor in the performance of the contract shall not discriminate on the grounds of race, color, religious creed, national origin or ancestry, age, disability, sexual orientation, marital status, family status, military status, source of income, or sex in employment practices or in the selection or retention of subcontractors, and in the procurement of materials or rental of equipment. The City may cancel, terminate or suspend the contract in whole or in part for any violation of this paragraph
- TAXES:** Purchases made by the City are exempt from the payment of Federal excise tax and the payment of Commonwealth of Massachusetts sales tax (except for gasoline) and any such taxes must not be included in the bid prices.
- QUANTITIES:** Unless otherwise stated, the quantities set forth herein are ESTIMATES ONLY. The City reserves the right to purchase the commodity(ies) specified in any amount less than the estimated amount.
- BID PRICES:** Bid prices shall include transportation and delivery charges fully prepaid to the City of Cambridge destination. Where the unit price and the total price are at variance, the unit price will prevail.
- DELIVERY AND PACKAGING:** Deliveries must be made in such quantities as called for in the purchase order and in the manufacturer's original packages. All deliveries must be **"inside" delivery with no assistance from City personnel. Tailgate deliveries will not be accepted.** Rejected material will be returned to the vendor at the vendor's expense.
- MODIFICATION OF BIDS:** Prior to bid opening, a bidder may correct, modify or withdraw its bid by making the request in writing prior to the time and date for the bid opening. All corrections and modifications must be delivered to the Purchasing Department in a sealed envelope indicating that it contains a modification or correction of the original bid submitted for the particular commodity and indicating the time and date of the bid opening.
- REJECTION OF BIDS:** The City reserves the right to reject any and all bids if it is in best interest of the City to do so.
- AWARD OF CONTRACT:** Contract(s) will be awarded within forty-five days of the bid opening unless award date is extended by consent of all parties concerned.
- INDEMNITY:** Unless otherwise provided by law, the Vendor will indemnify and hold harmless the City against any and all liability, loss, damages, costs or expenses for personal injury or damage to real or tangible personal property which the City may sustain, incur or be required to pay, arising out of or in connection with the performance of the Contract by reason of any negligent action/inaction or willful misconduct by the Contractor, its agents, servants or employees
- TERMINATION OF CONTRACT:** Except as otherwise provided in the Articles of Agreement, the City may terminate the contract upon seven days notice.
- ASSIGNABILITY:** The Vendor shall not assign, sell, subcontract or otherwise transfer any interest in this contract without the prior written consent of the City.

**MATERIAL SAFETY DATA SHEETS:** Pursuant to M.G.L. c. 111F, ss. 8, 9, and 10, any vendor who receives a contract resulting from this invitation agrees to submit a Material Safety Data Sheet for each toxic or hazardous substance or mixture containing such substance when deliveries are made. The vendor agrees to comply with all requirements set forth in the pertinent laws above.

**Name of Bidder:**\_\_\_\_\_

**CITY OF CAMBRIDGE  
PURCHASING DEPARTMENT**

**Amy L. Witts  
Purchasing Agent**

The undersigned hereby proposes to provide a **Furnish & Deliver Digital Scan Vote Tabulators & Software** for the City of Cambridge all in accordance with the attached specifications and following schedule.

Prices must remain **FIRM** during the entire contract period.

One award will be made as a result of this Invitation for Bid. **The award will be made to the responsive and responsible bidder offering the lowest total price for two years.** The Contract will be awarded within forty-five days of the bid opening date, unless award date is extended by consent of all parties concerned. **The payment and performance obligation for each succeeding year of the multiyear contract will be subject to the appropriation and other available funds.**

Prior to bid opening, a bidder may correct, modify or withdraw its bid by making the request in writing prior to the time and date for the bid opening. All corrections and modifications must be delivered to the Purchasing Department in a sealed envelope with a notation on the envelope indicating that it contains a modification or correction of the original bid submitted for the commodity and indicating the date and time of the bid opening.

**PLEASE SUBMIT YOUR BID IN DUPLICATE (one original and one copy. No hard binders please).**

**A sample contract is attached hereto. The bidder must be willing to sign the City's contract. The City will not accept a bidder's terms & conditions. Please do not submit a License Agreement with your bid.**

**Questions**

Questions concerning this Invitation for Bid must be submitted via email to: [purchasing@cambridgema.gov](mailto:purchasing@cambridgema.gov) or in writing delivered to the Office of the Purchasing Agent Amy L. Witts, City Hall, 795 Massachusetts Avenue, Room 303, Cambridge, MA 02139 by **Tuesday, May 2, 2017 by 12:00p.m.** An addendum will be posted to the website to notify all bidders of the questions and answers.

**Please check the website for Addenda before submitting your bid, Bidders will not be notified individually of Addenda.**

Please review the bidders list on the website. If your firm is not listed on the bidders list, please click on "Registry" and notify us that you have downloaded the bid document.

**Wage Theft Prevention Certificate**

In Executive Order 2016-1, the City of Cambridge established requirements for city contracts to prevent wage theft. Prospective vendors must provide certifications or disclosures with their bids. Failure to provide the certifications or disclosures shall result in rejection of the bid. Please see the **Wage Theft Prevention Certification form attached.**

**Living Wage Requirement**

**The City of Cambridge has a Living Wage Requirement that establishes minimum hourly rates for all Personnel that work on any City contract. The City of Cambridge's Living Wage as of March 1, 2017 is \$15.26 per hour. The Living Wage Requirements are attached.**

**The successful bidder must meet or exceed the Living Wage as it may change during the term or any contract period or renewal.**

**Name of Bidder:** \_\_\_\_\_

**Bid Results**

The tab sheet and the contract award information will not be mailed to the bidders individually. A tab sheet with the bid results will be posted to the website soon after the bid opening. The tab sheet will include the "contract award" information as soon as it is determined.

**Confidentiality and Public Records Law**

**All bids or other materials submitted by the vendor in response to this Invitation to Bid will be open for inspection by any person and in accordance with the Massachusetts Public Records Law.**

**Furnish & Deliver Digital Scan Vote Tabulators & Software**

The City of Cambridge, Massachusetts is seeking bids to furnish and deliver electronic scanning vote tabulators and related software as per the attached requirements and specifications.

**SCOPE OF WORK**

The City of Cambridge, Massachusetts, is seeking to purchase 38 new digital scan vote tabulators and related hardware and software (the "System"). The successful bidder will be responsible for supplying all labor and materials to furnish Electronic Optical Scanning Vote Tabulators. The City of Cambridge offers both the traditional, "plurality" type system of voting as well as the proportional representation/"preference" type voting system ("PR"). The successful bidder will be capable of supplying a system capable of processing both types of elections.

The successful bidder will be required to acquire the software/modification needed to suit PR elections within one (1) year of this contract being executed. All prices quoted must include delivery and shipping costs to a pre-designated location pre-determined by the City of Cambridge. No special charge will be allowed for packing, crating, freight, or express unless specifically stated and included in the vendor's proposal. Onsite orientation, installation, testing, poll worker training and onsite supervision must be included.

The City of Cambridge reserves the right to accept or reject any or all the bids submitted and waive minor informalities as deemed in the best interest of the City.

As part of the bid submission, bidders are required to submit manufacturer's product information literature, as well as a written description of the proposed equipment, size, setup, software etc. so that the City of Cambridge may fully evaluate the product the bidder intends on supplying.

**CONTINUED NEXT PAGE**

**Name of Bidder:**\_\_\_\_\_

**QUALITY REQUIREMENTS**

A "No" response, a conditional "Yes" response or a failure to respond or meet any of the following Quality Requirements will result in a rejection of your bid. This form **MUST** be submitted with your bid.

Circle YES or NO for each of the following Quality Requirements:

**I. General Requirements**

- A. The bidder has provided implementation services for the Digital Scan Tabulator System for at least three (3) other municipalities, counties or states.

**Yes                      No**

- B. The bidder has staff available to begin implementation within 45 days of the fully executed contract.

**Yes                      No**

- C. The bidder unconditionally agrees to the terms of the City's standard contract, a sample of which is attached hereto and agrees that it will not require or submit a License Agreement that must be executed by the City.

**Yes                      No**

- D. The bidder meets all requirements as defined in Scope of Services of this document

**Yes                      No**

- E. The bidder is in the business of selling digital optical scanning vote tabulators and related software and has at least five (5) years of experience in such business.

**Yes                      No**

- F. The System proposed is Federally Certified to the EAC standards for the year 2005 (copy of certification must be provided).

**Yes                      No**

- G. The System proposed is certified for use by the Secretary of State of the Commonwealth of Massachusetts (letter of approval must be provided).

**Yes                      No**

- H. Bidder has provided a state certified system to a jurisdiction that elects by proportional representation.

**Yes                      No**

- I. The proposed equipment is compatible with PR software and/or all software modifications required to suit PR elections as held in the City of Cambridge.

**Yes                      No**

**CONTINUED NEXT PAGE**

**Name of Bidder:** \_\_\_\_\_

- J. The bidder will acquire PR software (PR elections & accumulation software) within one (1) year of acceptance of bid for tabulators.

**Yes                      No**

- K. The bidder will proceed with or assist the City with all equipment, software and/or software modification certification (state, federal etc.) requirements as may be required by law.

**Yes                      No**

- L. The proposed equipment is unused and includes the latest versions of software and manuals.

**Yes                      No**

- M. The vendor will provide all necessary equipment and accessories, power cords, memory media, operating system software, PR software/modifications and technical support that is needed for fully functioning electronic voting equipment.

**Yes                      No**

- N. The proposed equipment has easily readable display screen capable of displaying the status of the tabulator to both the poll workers and voters in multiple languages.

**Yes                      No**

- O. Each individual vote tabulator comes with its own protective carrying case for the Tabulator unit. Said carrying case must be separate from the ballot box. Total weight of Tabulator & carrying case does not exceed thirty-five pounds (35 lbs.).

**Yes                      No**

- P. The proposer's ballot box has three (3) compartments, one for ballots tabulated by the Voter tabulation unit, one for ballots where write-in votes have been detected which must be hand counted at the close of polls, and one auxiliary compartment for ballots unable to be read by the machine.

**Yes                      No**

- Q. The "Unit" (tabulator inserted into a ballot box) has caster wheels and a built-in power supply as well the ability to be locked to prevent tampering.

**Yes                      No**

- R. All aspects of the proposed System are inherently secure.

**Yes                      No**

- S. The proposed system includes a compatible election night reporting software package.

**Yes                      No**

- T. The proposed machine is capable of operating for a period of no less than two (2) hours of continuous use on backup power.

**Yes                      No**

Name of Bidder: \_\_\_\_\_

- U. The voting tabulators are accessible to disabled or physically impaired individuals without assistance or direction including compatibility with wheelchair users. Units are ADA compliant in their configuration / use.

**Yes                      No**

- V. The tabulator is able to process single or double-sided ballots.

**Yes                      No**

- W. The tabulator is able to be configured to handle multiple ballot scenarios.

**Yes                      No**

- X. The tabulator is able to be programmed to accept multiple cards and ballot styles.

**Yes                      No**

- Y. Tabulators Communication Screen Content is concise with easily understandable voting direction/prompts and under-vote, over-vote or blank ballot flags. No staff explanation required.

**Yes                      No**

**II. Ballot Layout and Design**

- A. The System allows for a ballot for plurality elections with up to four (4) columns, which can be printed and read in horizontal or vertical format.

**Yes                      No**

- B. The System allows for a ballot for PR elections with up to thirty-two (32) columns, which can be printed and read in horizontal or vertical format.

**Yes                      No**

**III. Proportional Representation ("PR") Tabulation**

- A. The System is capable of scanning and recording in its entirety, without tabulating, a ballot with up to thirty-two (32) candidates and up to thirty-two (32) voting positions per candidate.

**Yes                      No**

**IV. Results, Tally & Reporting Software Package**

- A. The System to be supplied is a compatible election night reporting software package and comes supplied pre-loaded onto a compatible, brand new laptop computer that the vendor supplies as part of the package. This software package includes the initial software license for the first year of usage. Cost for this equipment & software is included in the bid price.

**Yes                      No**

Name of Bidder: \_\_\_\_\_

- B. The System to be supplied is compatible with PR software/modifications as will be needed to tabulate PR ballots. The vendor will acquire and supply the City of Cambridge with the PR election software/modifications within one (1) year of finalization of bid contract.

Yes No

- C. The bid submitted clearly states how proposed hardware and software components meet specifications and includes all brochures and literature pertaining to the equipment and software including proposed PR software/modifications

Yes No

- D. For "plurality elections" the system tabulates and prints results at each precinct at the close of polls. The printout includes a list of offices voted upon, the number of voters cast for each candidate for each office, the number of under votes & overvotes and the total number of ballots cast in the precinct. The System also records a record onto portable memory to be transmitted to the election headquarters.

Yes No

- E. For Proportional Representation elections, the System records onto portable memory each individual ballot as a complete record such as but not limited to:

Ward and precinct where ballot was cast

Rotation code of ballot

Preference assigned by the voter to each candidate

Whether ballot was cast for City Council, School Committee or a Ballot question/s

Yes No

**V. Guarantee of compatibility with tabulating software**

- A. In the event that the vendor is unable to produce a certified system for tabulation of PR ballots (plurality and PR) and compatible software in compliance with Massachusetts General Laws, contract will be considered null and void and all moneys shall be returned to the City of Cambridge for the tabulation system.

Yes No

**VI. Training**

- A. Bidder will provide on-site training on the use of the laptop and the software package, to a minimum of three (3) City staff.

Yes No

- B. Bidder will provide a minimum of two (2) hours of on-site training for the Board of Election Commissioners, Executive Director, and office staff on all voting equipment. All training will take place at a designated location and time during normal business hours. Training will cover basic use of the vote tabulator equipment, pre-election testing and Election Day procedures. Training will be scheduled by the Executive Director, and the bidder will accommodate said schedule.

Yes No

**CONTINUED ON NEXT PAGE**



- C. Bidder will provide a minimum of two (2) hours of on-site training for the City of Cambridge Poll Workers. All training will take place at a designated location and time after normal business hours (i.e. evenings, weekends, time varies). Training will cover Election Day procedures and basic troubleshooting. Training will be scheduled by the Executive Director of the Election Commission, and the bidder will accommodate said schedule.

**Yes                      No**

- D. Bidder will provide documentation to accompany all training, consisting of:  
Pre-election testing guides.  
Poll Worker training guides.  
Instructions to Voters Posters.

**Yes                      No**

**VII. On-Site Election Assistance**

- A. The bidder will assign one of their employees to provide on-site coverage to the City of Cambridge during the first election in which the new voting tabulator equipment is used. Said employee assigned will be fully trained & experienced in the operation of the supplied vote tabulator equipment and software.

**Yes                      No**

- B. The bidder will assign one of their employees to provide on-site coverage to the City of Cambridge during all elections. Said employee to be assigned must be fully trained & experienced in the operation of the supplied vote tabulator equipment and software.

**Yes                      No**

- C. The bidder will work with the City of Cambridge from one (1) hour prior to opening the polls until election results have been tabulated, reviewed and approved after the polls close on Election Day.

**Yes                      No**

- D. Said bidder employee will NOT be a subcontracted employee from another company.

**Yes                      No**

- E. The bidder will have staff available on an on-going basis, located out of their service facility as identified on the Bidder Location Form (see section titled "Vendor Service Facility" for details).

**Yes                      No**

**CONTINUED ON NEXT PAGE**

**Name of Bidder:** \_\_\_\_\_

**VIII. Vendor service facility**

- A. The vendor will maintain a service center located no more than fifty (50) miles from the Cambridge Election Commission located at 51 Inman Street, Cambridge. The service center will be stocked with voting equipment repair/replacement parts, as well as adequately staffed with technicians (i.e. minimum of 5 experienced technicians) trained in repairing and servicing all voting equipment. Staff levels will be such that technicians are available and able to service the City of Cambridge voting equipment in a timely manner.

Yes No

List service center address: \_\_\_\_\_

**IX. Warranty**

- A. The successful vendor must provide a 2-year warranty to the City of Cambridge on all equipment provided.

Yes No

**BID SUBMISSION REQUIREMENTS**

1. Bidder shall submit references from at least three clients for whom have purchased a Digital Scan Vote Tabular hardware and software system similar to the system described in the specifications. The City reserves the right to use itself as a reference. **A bid may be rejected on the basis of one or more references reporting less than excellent past performance by the bidder.**

**Reference #1**

Name \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Email Address \_\_\_\_\_

**Reference #2**

Name \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Email Address \_\_\_\_\_

**Reference #3**

Name \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Email Address \_\_\_\_\_

Bidders may use additional sheets if necessary

**CONTINUED ON NEXT PAGE**

Name of Bidder: \_\_\_\_\_

2. Bidders must submit a written description of their approach and timeline for system implementation, including configuration, interface development, functional testing and user training. (attach additional sheets if necessary).

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3. Federally Certification of the System to the EAC standards for the year 2005.
4. Massachusetts Secretary of State certification of the System for use in the Commonwealth of Massachusetts.

**CONTINUED ON NEXT PAGE**

Name of Bidder: \_\_\_\_\_

**Price Proposal Sheet- The total bid price must include all costs associated with software licensing and purchase, implementation, training and documentation for a period of two years. All costs includes expected travel, reimbursement, shipping and all other associated costs to completely perform this contract.**

	QTY		Per Unit Cost		Total
New digital scan vote Tabulators	38	X	\$ _____	=	\$ _____
Results, Tally & Reporting Software Package					\$ _____
PR Software/Modification					\$ _____
Training					\$ _____
Onsite Election Assistance					\$ _____
Two Year Hardware & Software Warranty					\$ _____
Two Year Warranty Maintenance Fee					\$ _____
Two Year Software License fee					\$ _____
<b>Total Cost</b>					<b>\$ _____</b>

**MINUS TRADE IN**

Accuvote ES2000 Optical Scan machines	38	x	\$ _____ (Per Unit)	=	\$ _____ (Total Trade In Price Offered)
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**Total Bid Price (Total Cost Minus Total Trade In) = \$ \_\_\_\_\_**

**Total Bid Price in words:**

\_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name of Bidder:** \_\_\_\_\_

**Name of Bidder:** \_\_\_\_\_

Email Address: \_\_\_\_\_

**Americans with Disabilities Act (42 U.S.C. 12131)  
Section 504 of the Rehabilitation Act of 1973  
Tax Compliance/Anti-Collusion Statement  
Debarment Statement**

The Americans with Disabilities Act (the "Act") applies to all employers of fifteen or more employees. All vendors that are subject to the Act must comply with its provisions. In further compliance with the Act, all Contractors who enter into contracts with the City are prohibited from discrimination against the City's employees, regardless of the size of the Contractor.

The Act protects against discrimination on the basis of "disability", which is defined as a physical or mental impairment that substantially limits at least one "major life activity"; discrimination against a person having a history or record of such impairment; and discrimination against an individual regarded - even if inaccurately - as having such an impairment. The Act also expressly prohibits discrimination that is based on an individual's relationship or association with a disabled person.

The Contractor shall not discriminate against any qualified employee or job applicant with a disability and will make the activities, programs and services covered by any contract awarded through this procurement readily accessible to and usable by individuals with disabilities. To be qualified for a job, or to avail oneself of the Contractor's services, the individual with the disability must meet the essential eligibility requirements for receipt of the Contractor's services or participation in the Contractor's programs or activities with or without: 1) reasonable modifications to the Contractor's rules, policies and practices; 2) removal of architectural, communication, or transportation barriers; or, 3) provisions of auxiliary aids and services.

By submitting its contract, the Contractor certifies to the City of Cambridge that it understands and will comply with all applicable provisions of the Act, including compliance with applicable provisions of Section 504 of the Rehabilitation Act of 1973, if the Contractor is receiving federal funds.

The undersigned certifies under penalties of perjury that this contract has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals

As required by M.G.L. c. 62C, §49A, the undersigned certifies under the penalties of perjury that the Contractor has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

The undersigned certifies that it is not currently subject to any State or Federal debarment order.

Date: \_\_\_\_\_

\_\_\_\_\_  
(Print Name of person signing bid)

\_\_\_\_\_  
(Signature & Title)

**This form must be submitted with your bid**

Name of Bidder: \_\_\_\_\_

### WAGE THEFT PREVENTION CERTIFICATION

In Executive Order 2016-1, the City of Cambridge established requirements for City contracts in an effort to prevent wage theft. Prospective vendors must provide the following certifications or disclosures with their bids/proposals. Failure to provide the following shall result in rejection of the bid/proposal.

#### **Instructions for this form:**

A prospective vendor must check box 1 or box 2, as applicable, as well as boxes 3-5, and must sign this Form, certifying compliance with the requirements set out in this Form. This Form must be included with the bid or proposal, and for multi-year contracts must be completed annually on the contract anniversary and filed with the Purchasing Agent.

The undersigned certifies under the pains and penalties of perjury that the vendor is in compliance with the provisions of Executive Order 2016-1 as currently in effect.

#### **All vendors must certify that [check either box 1 or box 2, as applicable]:**

1. ☐ Neither this firm nor any prospective subcontractor has been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c. 149, G.L. c. 151, or 29 U.S.C. 201 *et seq.* within three (3) years prior to the date of this bid/proposal submission.

OR

2. ☐ This firm, or a prospective subcontractor of this firm, has been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c. 149, G.L. c. 151, or 29 U.S.C. 201 *et seq.* within three (3) years prior to the date of this bid/proposal submission and such documentation is included in the bid/proposal submission.

#### **In addition, all vendors must certify each of the following:**

3. ☐ Any federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c. 149, G.L. c. 151, or 29 U.S.C. 201 *et seq.* imposed on this firm or on any prospective subcontractor while any bid/proposal to the City is pending and, if awarded a contract, during the term of the contract, will be reported to the Purchasing Agent or other City department within five (5) days of receiving notice.

Name of Bidder: \_\_\_\_\_

4. ☐ Vendors awarded a contract that have disclosed a federal or state criminal or civil judgment, administrative citation, final administrative determination, or order resulting from a violation of G.L. c. 149, G.L. c. 151, or 29 U.S.C. 201 *et seq.* within three (3) years prior to the date of this bid/proposal, while the bid/proposal was pending, or during the term of the contract shall, upon request, furnish their monthly certified payrolls for their City contract to the Purchasing Agent for all employees working on such contract and are required to obtain a wage bond or other suitable insurance in an amount equal to the aggregate of one year's gross wages for all employees. Vendors subject to a state or federal debarment for violation of the above laws or prohibited from contracting with the Commonwealth are prohibited from contracting with the City, and upon a finding or order of debarment or prohibition, the City may terminate the contract.
5. ☐ Notice provided by the City, informing employees of the protections of Executive Order 2016-1 and applicable local, state, and federal law will be posted by this firm in conspicuous places.

Attested hereto under the pains and penalties of perjury:

\_\_\_\_\_  
(Typed or printed name of person signing  
quotation, bid or proposal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Name of Business)

Pursuant to Executive Order 2016-1, vendors who have been awarded a contract with the City of Cambridge must post the Massachusetts Wage and Hour Laws notice informing employees of the protections of G.L. c. 149, G.L. c. 151, and 21 U.S.C. 201 *et seq.* in conspicuous places. This notice can be found at <http://www.mass.gov/ago/docs/workplace/wage/wagehourposter.pdf>

Name of Bidder: \_\_\_\_\_

### CORI COMPLIANCE FORM

Persons and businesses supplying goods and/or services to the City of Cambridge ("Vendors"), who are required by law to perform CORI checks, are further required by Section 2.112.060 of the Cambridge Municipal Code to employ fair policies, practices and standards relating to the screening and identification of persons with criminal backgrounds through the CORI system. Such Vendors, when entering into contracts with the City of Cambridge, must affirm that their policies, practices and standards regarding CORI information are consistent with the policies, practices and standards employed by the City of Cambridge as set forth in the City of Cambridge CORI Policy ("CORI Policy") attached hereto.

### CERTIFICATION

The undersigned certifies under penalties of perjury that the Vendor employs CORI related policies, practices and standards that are consistent with the provisions of the attached CORI Policy. **All Vendors must check one of the three lines below.**

1. \_\_\_\_\_ CORI checks are not performed on any Applicants.
2. \_\_\_\_\_ CORI checks are performed on some or all Applicants. The Vendor, by affixing a signature below, affirms under penalties of perjury that its CORI policies, practices and standards are consistent with the policies, practices and standards set forth in the attached CORI Policy.
3. \_\_\_\_\_ CORI checks are performed on some or all Applicants. The Vendor's CORI policies, practices and standards are not consistent with the attached CORI Policy. Please explain on a separate sheet of paper.

\_\_\_\_\_  
(Typed or printed name of person  
signing quotation, bid or Proposal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Name of Business)

**NOTE:**

**The City Manager, in his sole discretion may grant a waiver to any Vendor on a contract by contract basis.**

**Instructions for Completing CORI Compliance Form:**

**A Vendor should not check Line 1 unless it performs NO CORI checks on ANY applicant. A Vendor who checks Line 2 certifies that the Vendor's CORI policy conforms to the policies, practices and standards set forth in the City's CORI Policy. A Vendor with a CORI policy that does NOT conform to the City's CORI Policy must check Line 3 and explain the reasons for its nonconformance in writing. Vendors, who check Line 3, will not be permitted to enter into contracts with the City, absent a waiver by the City Manager.**

**This form must be submitted with your bid**

**Name of Bidder:** \_\_\_\_\_



### City of Cambridge CORI Policy

1. Where Criminal Offender Record Information (CORI) checks are part of a general background check for employment or volunteer work, the following practices and procedures will generally be followed.
2. CORI checks will only be conducted as authorized by Criminal History Systems Board (CHSB). All applicants will be notified that a CORI check will be conducted. If requested, the applicant will be provided with a copy of the CORI policy.
3. An informed review of a criminal record requires adequate training. Accordingly, all personnel authorized to review CORI in the decision-making process will be thoroughly familiar with the educational materials made available by the CHSB.
4. Prior to initiating a CORI check, the City will review the qualifications of the applicant to determine if the applicant is otherwise qualified for the relevant position. The City will not conduct a CORI check on an applicant that is not otherwise qualified for the relevant position.
5. Unless otherwise provided by law, a criminal record will not automatically disqualify an applicant. Rather, determination of suitability based on CORI checks will be made consistent with this policy and any applicable law or regulations.
6. If a criminal record is received from CHSB, the authorized individual will closely compare the record provided by CHSB with the information on the CORI request form and any other identifying information provided by the applicant, to ensure the record relates to the applicant.
7. If, in receiving a CORI report, the City receives information it is not authorized to receive (e.g. cases with dispositions such as not guilty or dismissal, in circumstances where the City is only authorized to receive convictions or case-pending information), the City will inform the applicant and provide the applicant with a copy of the report and a copy of CHSB's *Information Concerning the Process in Correcting a Criminal Record* so that the applicant may pursue correction with the CHSB.
8. If the City of Cambridge is planning to make an adverse decision based on the results of the CORI check, the applicant will be notified immediately. The applicant shall be provided with a copy of the criminal record and the City's CORI policy, advised of the part(s) of the record that make the individual unsuitable for the position and given an opportunity to dispute the accuracy and relevance of the CORI record.
9. Applicants challenging the accuracy of the criminal record shall be provided a copy of CHSB's *Information Concerning the Process in Correcting a Criminal Record*. If the CORI record provided does not exactly match the identification information provided by the applicant, the City of Cambridge will make a determination based on a comparison of the CORI record and documents provided by the applicant. The City of Cambridge may contact CHSB and request a detailed search consistent with CHSB policy.
10. If the City of Cambridge reasonably believes the record belongs to the applicant and is accurate, then the determination of suitability for the position will be made. Unless otherwise provided by law, factors considered in determining suitability may include, but not be limited to the following:
  - (a) Relevance of the crime to the position sought;
  - (b) The nature of the work to be performed;
  - (c) Time since the conviction;
  - (d) Age of the candidate at the time of offense;
  - (e) Seriousness and specific circumstances of the offense;

Name of Bidder: \_\_\_\_\_

- (f) The number of offenses;
- (g) Whether the applicant has pending charges;
- (h) Any relevant evidence of rehabilitation or lack thereof;
- (i) Any other relevant information, including information submitted by the candidate or requested by the City.

11. The Personnel Department will assist affected departments, in assessing the suitability of candidates in accordance with paragraph 10 a through i above, to ensure consistency, fairness, and protection of employment opportunities and the public interest.
12. The City of Cambridge will notify the applicant of the decision and the basis of the decision in a timely manner.
13. CORI information shall not be disseminated or shared with any unauthorized employees or other, but shall be maintained in confidence consistent with the obligations of law.

Revised May 5, 2007

Name of Bidder: \_\_\_\_\_

**ORDINANCE NUMBER 1312**

**Final Publication Number 3155. First Publication in the Chronicle on December 13, 2007.**

**City of Cambridge**

**In the Year Two Thousand and Eight**

**AN ORDINANCE**

**In amendment to the Ordinance entitled "Municipal Code of the City of Cambridge"**

Be it ordained that Cambridge Municipal Code Chapter 2.112 is hereby amended by adding a new Section 2.112.060 entitled "CORI Screening by Vendors of the City of Cambridge" as follows:

Adding after Section 2.112.050 the following new sections:

**SECTION 2.112.060**

**CORI SCREENING BY VENDORS OF THE CITY OF CAMBRIDGE**

**Sections:**

**2.112.061 Purpose**

**2.112.062 Definitions**

**2.112.063 CORI-Related Standards of the City of Cambridge**

**2.112.064 Waiver**

**2.112.065 Applicability**

**2.112.061 Purpose**

These sections are intended to ensure that the persons and businesses supplying goods and/or services to the City of Cambridge deploy fair policies relating to the screening and identification of persons with criminal backgrounds through the CORI system.

**2.112.062 Definitions**

Unless specifically indicated otherwise, these definitions shall apply and control.

*Awarding Authority* means the City of Cambridge Purchasing Agent or designee.

*Vendor* means any vendor, contractor, or supplier of goods and/or services to the City of Cambridge.

**2.112.063 CORI-Related Standards of the City of Cambridge**

The City of Cambridge employs CORI-related policies, practices and standards that are fair to all persons involved and seeks to do business with vendors that have substantially similar policies, practices and standards. The City of Cambridge will do business only with vendors who, when required by law to perform CORI checks, employ CORI-related policies, practices, and standards that are consistent with policies, practices and standards employed by the City of Cambridge. The awarding authority shall consider any vendor's deviation from policies, practices and standards employed by the City of Cambridge as grounds for rejection, rescission, revocation, or any other termination of the contract.

**2.112.064 Waiver**

**Name of Bidder:** \_\_\_\_\_

The City Manager may grant a waiver to anyone who or which has submitted a request for waiver if it is objectively reasonable; and the City Manager, or a delegate, shall report promptly in writing to the City Council all action taken with respect to every request for a waiver and the reasons for the decision.

**2.112.065 Applicability**

If any provision of these sections imposes greater restrictions or obligations than those imposed by any other general law, special law, regulation, rule, ordinance, order, or policy then the provisions of these sections shall control.

In City Council January 28, 2008.  
Passed to be ordained by a ye and nay vote:-  
Yeas 9; Nays 0; Absent 0.  
Attest:- D. Margaret Drury, City Clerk.

A true copy;

ATTEST:-

D. Margaret Drury  
City Clerk

**City of Cambridge  
Articles of Agreement  
SAMPLE**

**Commodity:**  
**File Number:**

This agreement is made and entered into this \_\_\_\_\_, by and between the **City Of Cambridge** ("the CITY"), a municipal corporation organized and existing under the laws of the **Commonwealth of Massachusetts**, and \_\_\_\_\_, a \_\_\_\_\_ duly organized and existing under the laws of the State of \_\_\_\_\_ ("the Contractor").

**Address:**  
**Telephone: ,Fax: ,E-mail:**

**Article I. Definition.** "This Contract" as used herein shall mean these Articles of Agreement and "the bid documents," which include, but are not limited to, the instructions to bidders, the Contractor's bid or proposal, the specifications, the general conditions, the requirements, the applicable addenda, and all documents and forms submitted with the Contractor's bid or proposal that were accepted by the City.

**Article II. Duration.** The Contractor shall commence the performance of this contract for the period beginning on \_\_\_\_\_ and ending on \_\_\_\_\_.

**Article III. Terms.** The Contractor agrees to provide the services all in accordance with the bid documents of (bid opening date) or (proposal if appropriate).

**Contract Value:**

**Article IV. Payment.** The City agrees to pay to Contractor the sum set forth in the Contractor's bid or proposal. **Contractor shall invoice department to which it provided the service, not the Purchasing Department.**

**Article V. Termination.** The following shall constitute events of default under this Contract requiring immediate termination: a) any material misrepresentation made by the Contractor, b) any failure by the Contractor to perform any of its obligations under this Contract including, but not limited to, the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the City, (iv) failure to promptly re-perform within reasonable time the services that were rejected by the City as erroneous or unsatisfactory, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and nondiscrimination, and (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract.

Except as otherwise provided in the Articles of Agreement, the City may terminate the contract upon seven days notice.

**Article VI. Damages.** From any sums due to the Contractor for services, the City may keep for its own the whole or any part of the amount for expenses, losses and damages as directed by the Purchasing Agent, incurred by the City as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

**Name of Bidder:** \_\_\_\_\_

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**Article VII. Conflict.** In the event there is a conflict between these Articles and the bid documents, the bid documents shall supersede these articles.

**Article VIII. Governing laws and ordinances.** This Contract is made subject to all the laws of the Commonwealth and the Ordinances of the City and if any such clause thereof does not conform to such laws or ordinances, such clause shall be void (the remainder of the Contract shall not be affected) and the laws or ordinances shall be operative in lieu thereof.

**Article IX. Performance Security.** Upon execution of this Contract by the Contractor, the Contractor shall furnish to the City security for the faithful performance of this Contract in the amount of 0% of the value of the bid in the form of a performance bond issued by a surety satisfactory to the city or in the form of a certified check.

**Article X. Equal Opportunity.** the Contractor in the performance of all work under this contract will not discriminate on the grounds of race, color, sex, age, religious creed, disability, national origin or ancestry, sexual orientation, marital status, family status, military status, or source of income in the employment practices or in the selection or retention of subcontractors, and in the procurement of materials and rental of equipment. The city may cancel, terminate or suspend the contract in whole or in part for any violation of this article.

**Article XI. Assignability.** the Contractor shall not assign, sell, subcontract or transfer any interest in this contract without prior written consent of the city.

In witness whereof the parties have hereto and to three other identical instruments set their hands the day and year first above written.

**The City:**

**The Contractor:**

\_\_\_\_\_  
**Louis DePasquale**  
**City Manager**

\_\_\_\_\_  
**Signature and Title**

\_\_\_\_\_  
**Amy L. Witts**  
**Purchasing Agent**

**Approved as to Form:**

\_\_\_\_\_  
**Nancy E. Glowa**  
**City Solicitor**

**Name of Bidder:**\_\_\_\_\_

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